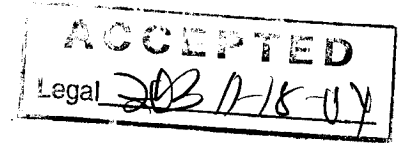


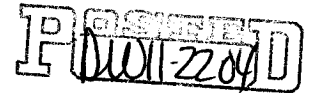
Lacoste, David

172042

From: Mattison, Jeanette [Jeanette.Mattison@BELLSOUTH.COM]
Sent: Monday, November 08, 2004 2:11 PM
To: Lacoste, David
Subject: 98-156-C Resale Agreement with AM-TEL, Inc.



801947d1.pdf (1 MB)



2004 330-C

BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

November 8, 2004

Mr. David Lacoste
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Approval of the Resale Agreement Negotiated by BellSouth
Telecommunications,
Inc. and AM-TEL, Inc. pursuant to Sections 251 and 252 of the Telecommunications
Act of 1996
Docket No. 2004-XXX-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and AM-TEL, Inc. ("AM-TEL") submit to the South Carolina Public Service Commission their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by AM-TEL.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AM-TEL within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and, therefore, are very hopeful that the Commission should approve their agreement.

The effective date of this agreement is October 27, 2004 and it expires on October 26, 2007.

Very truly yours,

C. Lesley Addis

CLA/jbm
Enclosures

\\PSC-FP-01\Common\Public\Utilities\Interconnection Agreements\BellSouth\AmTel

BELLSOUTH® / CLEC Agreement

Customer Name: AM-TEL, Inc.

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Resale Agreement

Between

BellSouth Telecommunications, Inc.

And

AM-TEL, Inc.

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Attachment 5 – BellSouth Disaster Recovery Plan

Attachment 6 – Bona Fide Request and New Business Request Process